

SELLER: PLEASE SIGN NO. 2 COPY
AND RETURN TO: MDSE. CONTROLLER, DEPARTMENT
SEARS, ROEBUCK AND CO.

CONTRACT CODING:		
606	04	98
BUYER LINE		

Page 1 of 1 Pages

Buying Offices

CHICAGO, IL 60684.....Sears Tower
NEW YORK, N.Y. 10019.....1633 Broadway
ALHAMBRA, CA. 91802.....900 S. Fremont Ave

APF ELECTRONICS, INC.
444 MADISON AVENUE
NEW YORK, NY 10022

(Show Zip Code Number)

SELLER SOURCE NO.

DATE

051377

Sears, Roebuck and Co. (Purchaser)

Check X
if
Field Wbs.
Contract

(Buyer)

(SELLER)

(National Mds. Mgr.
Mds. Controller)

TERMS NET 30	TRADE DISCOUNT NONE	F.O.B. BROOKLYN, NY	TRANSPORTATION ALLOWANCE NONE
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Seller hereby agrees to sell and deliver to Purchaser and Purchaser hereby agrees to purchase and accept from Seller the merchandise hereinafter specified at the prices and upon and subject to all the terms and conditions set forth in this Contract.

Such merchandise shall conform to the specifications set forth below or otherwise applicable to said merchandise and shall be ready for shipment at the times and in the quantities herein specified. All orders for this merchandise received by Seller from stores and branches of Purchaser shall be applied as shipping instructions against this Contract.

Merchandise shall be held by Seller without risk or expense to Purchaser pending shipment by Seller pursuant to such shipping instructions.

The Termination Date specified below is to establish the date on or before which Purchaser shall furnish Seller with instructions for the shipment or other disposition of said merchandise and does not affect or limit the other terms and conditions contained herein.

The additional terms, provisions and conditions appearing on the reverse side hereof are a part hereof.

*MECHANIZED DEPTS.

ENTER WHEN APPLICABLE.

READY DATES

0901 1001

1977

TERMINATION DATE

051278

OUR ITEM NUMBER	SKU NO. OR SIZE/COLOR	REPORT CODE	DESCRIPTION & MFRS. NUMBER	QUANTITY	QUANTITY	QUANTITY	QUANTITY	UNIT DENOM.	CONTRACT PRICE	TOTAL
99733			HOCKEY TENNIS II							
<p>SELLER AGREES TO BILL MERCHANDISE COVERED BY THIS CONTRACT TO PURCHASER'S STORES AND UNITS AT SUCH BILLING PRICES AS PURCHASER MAY SUBMIT TO SELLER IN WRITING FROM TIME TO TIME.</p> <p>ANY EXCESS OF SUCH BILLING PRICES OVER THE RESPECTIVE PRICES TO PURCHASER SET FORTH IN THIS CONTRACT SHALL BE DEEMED OVERBILLING, AND SUCH OVERBILLING SHALL BE ACCUMULATED BY SELLER AND HELD IN TRUST FOR PURCHASER WITH RESPECT TO ALL SHIPMENTS OF MERCHANDISE SUBJECT TO OVERBILLING MADE FOR PURCHASER'S ACCOUNT. PROMPTLY AFTER THE END OF EACH MONTH (OR AT ANYTIME UPON DEMAND BY PURCHASER) SELLER SHALL REMIT TO PURCHASER ALL MONIES ACCUMULATED AND HELD IN TRUST FOR PURCHASER AS A RESULT OF SUCH OVERBILLING.</p> <p>TO FACILITATE RECEIPT OF THIS INFORMATION SELLER WILL SUBMIT TO PURCHASER THE STATUS OF THE ACCOUNT ON FORM F2505 "STATUS REPORT OF OVER AND/OR UNDERBILLING" MONTHLY.</p> <p>SELLER FOR ITSELF AND ITS SUCCESSORS, AGREES TO SUPPLY WITH REASONABLE PROMPTNESS TO PURCHASER OR TO PURCHASER'S CUSTOMERS, AS AND TO THE EXTENT THAT PURCHASER MAY ORDER OR DIRECT, PARTS AS SHOWN ON THE PARTS LIST OR LISTS APPLICABLE TO MERCHANDISE COVERED BY THIS CONTRACT, FOR A PERIOD CONTINUING AT LEAST UNTIL 10 YEARS AFTER THE EXPIRATION OF THIS CONTRACT, AT PRICES WHICH AT NO TIME SHALL BE GREATER THAN PRICES THEN CHARGED BY SELLER TO JOBBERS AND DISTRIBUTORS. IN CONSIDERATION OF THIS CONTRACT, SELLER FURTHER AGREES TO SUPPLY ON THE SAME BASIS, PARTS FOR ITEMS OF MERCHANDISE HERETOFORE SUPPLIED BY SELLER TO PURCHASER FOR A PERIOD OF 10 YEARS FOLLOWING THE MOST RECENT DATE UPON WHICH SUCH ITEMS OF MERCHANDISE WERE OFFERED FOR SALE THROUGH PURCHASER'S REGULARLY ESTABLISHED SALES CHANNELS.</p> <p>SELLER AGREES TO FURNISH TO PURCHASER AT SUCH INTERVALS AS DIRECTED BY PURCHASER, VENDOR STATUS REPORTS ON FORMS PROVIDED AND IN ACCORDANCE WITH INSTRUCTION SUPPLIED BY PURCHASER.</p> <p>SELLER AGREES TO REPLACE ANY DEFECTIVE PARTS FOR A PERIOD OF ONE YEAR FROM DATE OF SALE TO CUSTOMER.</p>										
<p>72AF TOTAL VALUE</p>										

EXHIBIT

D

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NEW YORK, N.Y. 10019
ALHAMBRA, CA. 91802

Sears Tower
1633 Broadway
S. Fremont Ave.

SELLER SOURCE NO.

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Sears, Roebuck and Co. (Purchaser)

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By

(Buyer)

Counted
signed by

(National Mdse. Mgr.
Mdse. Controller)

APF ELECTRONICS, INC.
444 MADISON AVE.
NEW YORK, NY 10022

(Show Zip Code Number)

TERMS

TRADE DISCOUNT

F. O. B.

TRANSPORTATION ALLOWANCE

NET 30

NONE

BROOKLYN, NY

NONE

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MECHANIZED DEPTS.
ENTER WHEN APPLICABLE

READY DATES

TERMINATION DATE

0415

0601

1977

041478

OUR ITEM NUMBER	SKU NO. OR SIZE/COLOR	REPORT CODE	DESCRIPTION & MFRS. NUMBER	QUANTITY	QUANTITY	QUANTITY	QUANTITY	UNIT DENOM.	CONTRACT PRICE	TOTAL
99731			HOCKEY JOKARI							
99722										
99732			ADAPTER							

SELLER AGREES TO BILL MERCHANDISE COVERED BY THIS CONTRACT TO PURCHASER'S STORES AND UNITS AT SUCH BILLING PRICES AS PURCHASER MAY SUBMIT TO SELLER IN WRITING FROM TIME TO TIME.

ANY EXCESS OF SUCH BILLING PRICES OVER THE RESPECTIVE PRICES TO PURCHASER SET FORTH IN THIS CONTRACT SHALL BE DEEMED OVERBILLING, AND SUCH OVERBILLING SHALL BE ACCUMULATED BY SELLER AND HELD IN TRUST FOR PURCHASER WITH RESPECT TO ALL SHIPMENTS OF MERCHANDISE SUBJECT TO OVERBILLING MADE FOR PURCHASER'S ACCOUNT. PROMPTLY AFTER THE END OF EACH MONTH (OR AT ANYTIME UPON DEMAND BY PURCHASER) SELLER SHALL REMIT TO PURCHASER ALL MONIES ACCUMULATED AND HELD IN TRUST FOR PURCHASER AS A RESULT OF SUCH OVERBILLING.

TO FACILITATE RECEIPT OF THIS INFORMATION SELLER WILL SUBMIT TO PURCHASER THE STATUS OF THE ACCOUNT ON FORM P2505 "STATUS REPORT OF OVER AND/OR UNDERBILLING" MONTHLY. SELLER FOR ITSELF AND ITS SUCCESSORS, AGREES TO SUPPLY WITH REASONABLE PROMPTNESS TO PURCHASER OR TO PURCHASER'S CUSTOMERS, AS AND TO THE EXTENT THAT PURCHASER MAY ORDER OR DIRECT, PARTS AS SHOWN ON THE PARTS LIST OR LISTS APPLICABLE TO MERCHANDISE COVERED BY THIS CONTRACT, FOR A PERIOD CONTINUING AT LEAST UNTIL 10 YEARS AFTER THE EXPIRATION OF THIS CONTRACT, AT PRICES WHICH AT NO TIME SHALL BE GREATER THAN PRICES THEN CHARGED BY SELLER TO JOBBERS AND DISTRIBUTORS. IN CONSIDERATION OF THIS CONTRACT, SELLER FURTHER AGREES TO SUPPLY ON THE SAME BASIS, PARTS FOR ITEMS OF MERCHANDISE HERETOFORE SUPPLIED BY SELLER TO PURCHASER FOR A PERIOD OF 10 YEARS FOLLOWING THE MOST RECENT DATE UPON WHICH SUCH ITEMS OF MERCHANDISE WERE OFFERED FOR SALE THROUGH PURCHASER'S REGULARLY ESTABLISHED SALES CHANNELS. SELLER AGREES TO FURNISH TO PURCHASER AT SUCH INTERVALS AS DIRECTED BY PURCHASER, VENDOR STATUS REPORTS ON FORMS PROVIDED AND IN ACCORDANCE WITH INSTRUCTION SUPPLIED BY PURCHASER.

SELLER AGREES TO REPLACE ANY DEFECTIVE PARTS FOR THESE PRODUCTS AT NO CHARGE FOR A PERIOD OF 1 YEAR FROM DATE OF SALE TO CUSTOMER.

72AP

TOTAL VALUE